AGREEMENT

BETWEEN

THE GOVERNMENT OF THE SLOVAK REPUBLIC

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

TO FACILITATE

COOPERATION ON THE JASLOVSKÉ BOHUNICE NUCLEAR POWER PROJECT

AND

THE CIVIL NUCLEAR PROGRAM IN THE SLOVAK REPUBLIC

The Government of the Slovak Republic (hereinafter the "Slovak Republic") and the Government of the United States of America (hereinafter the "United States"), hereinafter referred to collectively as the "Parties,"

RECALLING the Agreement for Cooperation in the Peaceful Uses of Nuclear Energy between the United States of America and the European Atomic Energy Community, done at Brussels November 7, 1995, and March 29, 1996 (the "U.S.-Euratom Peaceful Nuclear Cooperation Agreement");

RECOGNIZING that the Slovak Republic is a member of the European Union, a party to the Treaty establishing the European Atomic Energy Community, done at Rome March 25, 1957 (the "Euratom Treaty"), a party to the Vienna Convention on Civil Liability for Nuclear Damage, done at Vienna on May 21, 1963, and a party to the Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention, done at Vienna on September 21, 1988;

RECOGNIZING that the United States and the Slovak Republic are members of the International Atomic Energy Agency and parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done at Washington, London, and Moscow July l, 1968, and that each has in force with the IAEA a Safeguards Agreement and an Additional Protocol.

REAFFIRMING their shared view that U.S.-Slovak civil nuclear cooperation is an important component of their bilateral strategic relationship and can play a vital role in promoting the security of the Slovak Republic's energy supply, while providing substantial ancillary benefits to the energy security of the United States and European allies;

RECOGNIZING the desire of the Slovak Republic to further develop its nuclear power plant at the Jaslovské Bohunice site, with the addition of a large nuclear power plant, as well as the potential desire for additional nuclear energy projects in the future;

RECOGNIZING the Slovak Republic's objective to achieve commercial operation of the new reactor at Jaslovské Bohunice by 2040, in line with its long-term energy strategy;

MINDFUL that the United States is a leader in nuclear technology, safety, security, and nonproliferation, with over 65 years of experience in exporting nuclear energy technologies worldwide, and with deep expertise across the U.S. nuclear energy sector, including within the government, national laboratories, academia, and industry;

RECOGNIZING the desire of the Slovak Republic to expand various aspects of civil nuclear power sector through cooperation between the Parties in overall aspects of civil nuclear power, such as nuclear safety and security, nuclear fuel supply, nuclear regulations, waste management, quality management systems, advanced technologies, technology transfer, and workforce training;

EXPRESSING their mutual interest in the advancement of such cooperation in furtherance of their shared commitment to attaining the highest standards of nuclear safety, security, safeguards, and nonproliferation;

AFFIRMING their commitment to the Guidelines of the Nuclear Suppliers Group; and

AFFIRMING that nuclear energy provides a sustainable source of energy, which contributes to energy security;

HAVE AGREED AS FOLLOWS:

ARTICLE l. DEFINITIONS

For the purpose of this Agreement:

(a) The term "EPC Contractor" means the entity providing Engineering Procurement and Construction services for the Project;

(b) The term "Other Participant" means any Slovak, U.S., or other private or state-owned or state-controlled entity that supports the Project by contract or otherwise in respect of Project delivery, operations, or financing;

(c) The term "Program" means cooperation between the Parties related to the civil nuclear power plant program in the Slovak Republic, which includes the Project, and, upon mutual decision of the Parties, further development of the civil nuclear program and potential other nuclear energy projects in the Slovak Republic;

(d) The term "Project" means the design, construction, and commissioning of one new reactor with installed capacity of up to 1,200 megawatts at the Jaslovské Bohunice site;

(e) The term "Project Company" means a company with its registered seat in the territory of the Slovak Republic established for the purpose of carrying out the objectives of the Project that is expected to be a direct investor in the Project and is controlled by the Government of the Slovak Republic, with potential participation of other investors, under the laws and regulations of the Slovak Republic;

(f) The term "Project Participant" means any Slovak or U.S. private or state-owned or state-controlled entity that participates in the Project Company or supports the Project by contract or otherwise in respect of Project delivery, operations, or financing;

(g) The term "Technology Vendor" means the entity providing nuclear reactor technology under the Project; and

(h) The term "U.S. Official Lenders" means agencies of the United States, including Export Import Bank of the United States, authorized to provide financing for nuclear sector matters located outside of the United States.

ARTICLE 2. COOPERATION UNDER THIS AGREEMENT

1. Each Party shall cooperate under this Agreement, subject to its national laws and regulations and the international agreements to which it is a party—including, for the Slovak Republic, the applicable laws and regulations of the European Union, including the Euratom Treaty—and subject to the availability of appropriated funds. The Parties acknowledge that this Agreement does not create any financial rights or obligations for the Parties.

2. The Parties regard cooperation under this Agreement as necessary for their achievement of important and shared governmental objectives. Such objectives include the responsible use of nuclear energy to promote their overall energy security and deepen their bilateral strategic relationship. The Slovak Republic desires that its Program continues to achieve the highest standards of nuclear safety, security, reliability, efficiency, and nonproliferation, and wishes to leverage the vast expertise and experience of U.S. Government experts, regulators, nuclear industry, and national laboratories in maintaining that goal. The United States, as a world leader in the civil nuclear power industry, is positioned to provide the highest standards and industry best practices for civil nuclear power projects, including best practices related to regulatory frameworks, technologies, construction, operation, fuel supply, spent fuel disposition, management of radioactive waste, research and development, and nonproliferation. In furtherance of their longtime alliance and strategic partnership, cooperation under this Agreement will advance the Parties' joint goal to ensure that the Program meets the highest standards and promotes common energy security objectives.

3. The Parties shall cooperate directly in the following activities:

   (a) consultation and exchange of expert and technical input to advance overall development of the Program;

   (b) consultation related to any involvement of third country entities in the Project, subject to the Parties' applicable national laws and regulations;

   (c) subject to the considerations set forth in Article 8 of this Agreement, identification of potential financing and of economic structures that will support financing of the Project, including additional options to enhance the commercial viability of the Project in an effort to facilitate investment by entities other than the Project Company and the Slovak Republic;

(d) promotion of civil nuclear energy within the European Union, including through multilateral engagement, as a safe and reliable source of energy;

(e) organization of workshops, meetings, seminars, or conferences, including those to raise public awareness and acceptance on the peaceful uses of nuclear energy;

(f) exploration of the development possibilities for deployment of advanced technologies;

(g) exchange of information in support of the foregoing activities; and

(h) consultation regarding physical and cyber security of nuclear facilities.

4. The Parties shall facilitate, encourage, and/or promote, as appropriate, the following activities when performed by the Project Company or Project Participants, as appropriate, respecting in each case the policies, procedures, requirements, and independent decision-making authority of the Project Company and of such Project Participants:

(a) development, construction, and financing of the Project, with the goal of placing the reactor in operation in 2040, to include (subject to Article 8) coordination with U.S. Official Lenders and export credit agencies from third countries, as applicable;

(b) development of expertise in the management of spent fuel and radioactive waste in light of relevant policies of the Slovak Republic and in support of the Project;

(c) provision of technical assistance to, and training of, relevant Slovak entities to enhance their capacity and expertise to execute and administer the Project;

(d) robust involvement of local supply chain contracting to support the Project, including through the involvement of Slovak industry and institutions; and

(e) development of expertise in the construction, operation, service, and maintenance of nuclear power plants related to the Project or Program, including, as appropriate, licensing of intellectual property to the Project Company to carry out these functions.

5. The Parties may mutually decide, to the extent consistent with their respective national laws and regulations, and upon recommendation by the Steering Committee, to cooperate on additional nuclear energy projects through the Program, such as non-nuclear-based energy generation and energy storage projects.

6. All activities conducted under this Agreement shall be exclusively for peaceful purposes. Any transfers of nuclear material, equipment, or technology in support of the Program shall be governed by the Parties' applicable national laws and regulations, including applicable licensing requirements, and by the U.S.-Euratom Peaceful Nuclear Cooperation Agreement, where applicable.

7. Cooperation under this Agreement does not include sharing of information (including information that is incorporated in equipment or an important component thereof) that is not available to the public and which is important to the design, construction, fabrication, operation, or maintenance of any facility designed or used primarily for uranium enrichment, reprocessing of irradiated nuclear material, heavy water production, or fabrication of nuclear fuel containing plutonium.

ARTICLE 3. OTHER AREAS OF COOPERATION

In addition to activities described in Article 2 of this Agreement, the Parties may facilitate other cooperative activities related to this Agreement, which, upon the recommendation of the Steering Committee, may include:

(a) Collaboration on regulatory issues, consistent with the Memorandum of Understanding between the United States Nuclear Regulatory Commission and the Nuclear Regulatory Authority of the Slovak Republic for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters, signed in Vienna on September 22, 2021, and any successor instrument, recognizing the independent nature of the Parties' regulatory authorities;

(b) Laboratory to laboratory exchanges;

(c) University and other educational exchange programs;

(d) Personnel training and exchanges;

(e) Supply chain development, contracting, and coordination;

(f) Research and development, including research and development related to research reactors and associated facilities;

(g) Planning for public messaging;

(h) Development of a "Lessons Learned" database; and

(i) Regional collaboration (including, as appropriate, in support of joint work on nuclear power plants in other countries in the region).

ARTICLE 4. STRATEGIC COOPERATION

The Slovak Republic shall encourage the Project Company to select a U.S. nuclear reactor design and to engage a U.S. entity as the Technology Vendor for the Project and to consider a U.S. entity as the EPC Contractor for the Project. The Slovak Republic shall encourage relevant participants to consider the selection of U.S. technology for potential other nuclear energy projects for inclusion in the Program. The United States shall encourage such participation of U.S. entities, given the strategic importance of the bilateral relationship between the Parties, their shared governmental objectives under this Agreement, and the desire to maximize the efficient and effective contribution of U.S. technical, regulatory, safety and security expertise. Neither the United States nor any representative of the United States shall have any role in the selection of a Technology Vendor, EPC Contractor, Project Participant, or any Other Participant, or have any role in any Project Participant's performance of a contract. Nor shall the United States nor any representatives of the United States have any role in the selection of technology or the participants in any potential other nuclear energy projects in the Slovak Republic or have any role in the performance of any contract under the Program.

ARTICLE 5. MANAGEMENT OF COOPERATION

1. The Parties shall establish a Steering Committee, composed of an equal number of representatives from each of the Parties, to coordinate, facilitate, and review cooperative activities under this Agreement.

2. The Steering Committee shall act by consensus decision of all Steering Committee members and may invite additional experts and technical points of contact, on an as-needed basis, to attend meetings and provide advice and recommendations to the Steering Committee.

3. The Steering Committee shall convene as necessary and for at least two regularly scheduled working sessions per year, unless otherwise jointly decided by the Steering Committee.

4. The Steering Committee may establish bilateral working groups as necessary to carry out its work under this Agreement.

5. The Steering Committee shall (a) provide guidance and input to the Joint Project Implementation Committee (JPIC) contributing to a Concept and Execution Report (CER) for the Project, as appropriate; (b) solicit input from U.S. Official Lenders, export credit agencies from third countries, and other financial institutions regarding financing requirements, subject to the considerations set forth in Article 8 of this Agreement; and (c) facilitate collaboration between Project Participants and the Project Company, recognizing the policies, procedures, and independent decision-making authority of such Project Participants and the Project Company.

6. The Steering Committee may establish a Technology Assessment Committee, which is expected to be composed of an equal number of representatives from each of the Parties, to report to the Steering Committee, and to consult with technical experts, as appropriate, to support the drafting of a Technology Assessment Report (TAR) related to potential other nuclear energy projects for inclusion in the Program, such as additional large light water reactors, SMRs, advanced technology reactors, and research reactors. Any TAR is anticipated to include (a) a market analysis of applicable technologies; (b) a risk and project delivery assessment of such technologies; (c) nuclear newbuild siting analysis for such technology; and (d) potential financing arrangements and sources for such projects, subject to the considerations set forth in Article 8 of this Agreement.

ARTICLE 6. CONCEPT AND EXECUTION REPORT

1. Within thirty (30) days of the entry into force of this Agreement, the Parties shall establish a JPIC, which is expected to be composed of representatives of the Parties and Project Participants, to report to the Steering Committee, and to draft the CER, recognizing that the goal is for the CER to be completed within twelve (12) months of the entry into force of this Agreement. The Parties may, by mutual decision, invite Other Participants to participate in the JPIC, as appropriate.

2. The CER is anticipated to include:

   (a) a Front-End Engineering Design (FEED) and Project Development Documents;

   (b) assessment of potential financing arrangements and sources for the Project — anticipating that the JPIC may solicit participation from U.S. and European public and private institutions in financing the Project and recognizing that any financing would be subject to the policies, procedures, requirements, and independent decision-making authority of such financial institutions and that financing decisions would also be subject to the considerations set forth in Article 8 of this Agreement; and

   (c) guidance concerning potential structure(s), including technology selection, for the Project, anticipating that the Project Company is to select a U.S. nuclear reactor design and to engage a U.S. entity as the Technology Vendor.

3. While compiling the CER, the JPIC is expected to consult with the Parties, the Steering Committee, the Project Participants, Other Participants invited to participate in the JPIC pursuant to paragraph 1 of this Article, and the Project Company, as appropriate, related to the elements identified in paragraph 2 of this Article.

4. Upon completion of the CER, as determined by the Steering Committee, the Steering Committee shall distribute, in writing, duplicate copies of the completed CER to the Parties and the Project Company.

5. Within 30 days of such distribution pursuant to paragraph 4 of this Article, each Party shall advise the other Party in writing of its determination as to whether the CER adequately addresses the topics set forth in paragraph 2 of this Article; a determination of adequacy constitutes "CER Acceptance". If CER Acceptance by both Parties does not occur within 30 days, including for the reason that either Party has advised that the CER does not adequately address the topics set forth in paragraph 2 of this Article, the Parties shall promptly commence consultations to resolve outstanding issues prior to engaging in further cooperation under this Agreement. To the extent any specific areas are identified for further consultations, the United States shall make technical expertise available, as appropriate, to the Slovak Republic and the Project Company and Project Participants to consult on those points.

ARTICLE 7. PROCUREMENT

The Parties take note of the Slovak Republic's intention to comply with all Slovak and European Union law in executing the Project and the Program. The Parties recognize that U.S. technical, safety, and security expertise offered under this Agreement will be most effective if the Technology Vendor and the EPC Contractor to the Project are U.S. entities and if U.S. technology and U.S. entities are used for potential other nuclear energy projects in the Program. In that regard, the Slovak Republic shall endeavor to obtain exemption or clearance from the European Commission and other relevant competent authorities, as appropriate, with respect to the financing of the Project and with respect to the financing for potential other nuclear energy projects in the Program. Additionally, the Slovak Republic shall endeavor to obtain exemption or clearance from the European Commission and other relevant competent authorities, as appropriate, that the selection of the Technology Vendor for the Project and the selection of technology for potential other nuclear energy projects in the Program do not need to undergo an open market procedure. The Slovak Republic shall also consider using a U.S. entity as EPC Contractor to the Project and to obtain exemption or clearance from such authorities that the selection of such EPC Contractor would not need to undergo an open market procedure. The Parties recognize that any such exemptions or clearances are subject to the independent decision-making authority of the European Commission and any such other relevant competent authorities. Beyond that, the Parties take note that all procurement covering works, supplies, and services for the Project and the Program will be conducted in accordance with Slovak and European Union law. The Parties may establish implementing agreements or arrangements relating to procurement as necessary.

ARTICLE 8. FUNDING

1. The United States expresses its strong interest in facilitating the utilization of the Export-Import Bank of the United States and other applicable and available U.S. Official Lenders and other U.S. financing institutions to support the overall financing for the Project [as well as for other nuclear energy projects in the Program with participation of U.S. entities], subject to the policies, procedures, requirements, and independent decision-making authority of such institutions, including particularly their legal, technical, financial, environmental, social, and safety due diligence of the Project. The Parties acknowledge that such due diligence may include the review by such institutions of the CER, any TAR, FEED, or Project Development Documents, as applicable, the structure, timing, or other aspects of the Project or other nuclear energy project, independent of any determination or other input by the United States on such aspects pursuant to this Agreement. Such financing would be subject to the timing, finance structure, project documentation, and credit terms requirements of the U.S. Official Lenders and other financial institutions, and evidenced by customary financing documentation for such institutions, involving applicable counterparties, to include the Slovak Republic.

2. The Parties recognize that, subject to the considerations in paragraph 1 of this Article, the final decision on selection of available financing structures shall remain the sole prerogative of the Slovak Republic, taking into account the Slovak Republic's national strategy on financing models.

ARTICLE 9. INFORMATION SHARING AND CONFIDENTIALITY

1. In the event that information identified in a timely fashion as "sensitive," including for national security reasons, or "business-confidential" is furnished or created under this Agreement, each Party shall protect such information in accordance with its applicable laws, regulations, and administrative practices, and shall implement contractual measures, as appropriate, to require its relevant Project Participants, prospective Project Participants, and for the Slovak Republic, the Project Company, as well as participants and prospective participants in any other nuclear energy projects in the Program, to afford the same protection. Information may be identified as "business-confidential" by a Party if a person having the

information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

2. Except as required by applicable law, non-public information transferred under this Agreement shall not be disclosed by the receiving Party to third parties without the consent in writing of the other Party and shall be used exclusively in accordance with this Agreement and not for any other purpose.

3. If either Party determines that a particular cooperative activity may lead or has led to the creation of intellectual property, the Parties shall promptly consult with each other to determine the allocation of rights to the intellectual property. The Parties shall endeavor to reach a written agreement respecting the allocation of rights to such intellectual property. If agreement cannot be reached within 12 months, cooperation on the cooperative activity in question shall be terminated at the request of either Party.

ARTICLE 10. LOCAL CONTENT

Subject to the other provisions of this Agreement as well as technical and financing needs of the Projects, the Parties shall encourage and promote robust involvement of the Slovak local content in the implementation of the Project and the Program, including the involvement of Slovak industry and institutions.

ARTICLE 11. DISPUTE SETTLEMENT

Any dispute arising from the implementation or interpretation of this Agreement shall be settled amicably by consultation between the Parties.

ARTICLE 12. ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

1. This Agreement shall enter into force upon signature by both Parties. Either Party may terminate this Agreement upon at least one year's prior written notice through diplomatic channels to the other Party.

2. Notwithstanding the termination of this Agreement, all business-confidential or otherwise non-public information received or created under this Agreement shall continue to be protected in accordance with the provisions set forth in Article 9 of this Agreement.

3. This Agreement may be amended by written agreement between the Parties.

DONE at ……. on this …. day of …….. 2026, in two originals, in the Slovak and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE SLOVAK REPUBLIC:	**FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:**
…….	…….